No. 90-1571

Supreme Court, U.S.
FILED
MAY 24 1991
OFFICE OF THE CLERK

IN THE
Supreme Court of the United States
OCTOBER TERM, 1990

DOUGLAS ZEPPEIRO,
Petitioner,

v.

SEAMAN & GRAHAM, *et al.*,
Respondents.

Petition for a Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

REPLY BRIEF IN OPPOSITION

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EDITOR'S NOTE:

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REPLY TO BRIEF IN OPPOSITION

STATEMENT OF THE CASE

PETITIONER'S REPLY TO STATEMENT OF CASE,

The respondents misrepresented the facts. FACTS: The petitioner invested $50,000.00 in ECCO GAS DRILLING CORP. security investment contract that was prepared and represented by Seaman & Graham giving security interest to investors in four of the best of 105 oil wells being purchased for ECCO GAS DRILLING CORP. (EGDC) by Seaman & Graham (S & G) trustee.

Investors would also receive 13% interest on funds and investment returned in 6 months and collateral of oil wells and gold contract as security which were owned by Ecco Gas Corp. a Nevada Corp. in addition Petitioner retained 10% stock of Ecco which was to be transferred to EGDC Stock and be on the Board and sign the obligation of $500 K as officer in the escrow. Respondents prereleased funds for the benefit of the enterprises and gave fraudulent vesting. SEE A TO A6 OF WRIT EGDC CONTRACT. Escrow funds embezzled and formation of N.C. Corp. Tri-Sands Petro and Ohio corp. Interstate Drilling involved by S & G as Divided Agency. This was investment and met the test of a Security ACT of 1933. **SEE: A2,3,5,.** -

REASONS FOR GRANTING THE WRIT

The reason for granting the petitioner's writ is that his constitutional rights have been violated and his rights to a fair trial in the due process clause of the 14th amendment along with 1st amendment.

The petitioner's reasons is based on the truth and the preponderance of his evidence not presented at trial. Some evidence used was materially altered, misrepresented, and copies to jury and petitioner vary which would prove a failure of justice and was not given his entitlement to a fair trial.

RESPONDENTS BRIEF IN OPPOSITION PAGE 2

The respondents and their attorneys reasons for denying the writ are misrepresented and fallacious. Respondents misrepresented the 4th Dist. S.C. & 4th Circuit U.S. Appeals, Va. The respondents & their Ohio attorneys played a divided agency role and misrepresented the Ohio courts. They now are misrepresenting U.S. Supreme Court. Petitioner give rise to the Supreme Court that on May 20, 1991 he received a certified copy of jurys verdict. The verdict snowed only on **4 counts** not 5 as **represented by the court and the respondents.** PAGE 2 Respondents states **5** causes **submitted** FIFTH being **FRAUDULENT INDUCEMENT TO CONTRACT.**

All 5 causes submitted to the jury which returned a verdict in favor of the respondents on all counts. On respondents INFORMAL BRIEF OF APPELLEES 90-2435 Va. Page 2 represents that 5 causes of action were presented to the jury the fifth being **CONSTRUCTIVE FRAUD** ALL 5 COUNTS IN FAVOR OF APPELLEES. Respondents to the U.S. Supreme Court states **FRAUDULENT INDUCEMENT TO CONTRACT.** FACTS ARE FABRICATED AND INCONSISTENT.

THE COURTS 4-12-90 order Appendix C-1 Page 2. states petitioner's original 8 counts. Page 3 court makes a prejudicial error and drops 6,7, & 8 concealed from petitioner & petitioner's attorneys never responded. Court states the remaining causes of action were tried before a jury which returned verdict if favor of the defendants. Court Misrepresents verdict. **See C-1 Page 14** The court finds only the following are relevant to his entitlement for a trial. **C-1 Page 15 #4** The courts **failure** to submit to the jury the plaintiffs fifth cause

for **FRAUDULENT INDUCEMENT TO CONTRACT.** SEE: C-1 PAGE 16 Finally the 4th ground is meritless because the court in fact **instructed** the jury on **FRAUDULENT INDUCEMENT TO CONTRACT** as part of its charge on common law fraud. **JUDGES CHARGES ON FRAUD** PAGE 9 & 10 QUOTE: NEXT I INSTRUCT YOU ON THE LAW CONCERNING THE PLAINTIFFS CLAIM FOR **FRAUD.** THE PLAINTIFFS FRAUD CLAIM SEEKS TO RECOVER FOR **FRAUD, FRAUD IN THE INDUCEMENT** AND FOR **CONSTRUCTIVE FRAUD**

IMPROPER INSTRUCTIONS TO THE JURY & MISREPRESENTING THE PETITIONER'S FRAUD CLAIM.

HOUSTON v.HERRING 562 F.2d 347 (1977)

BOREL v. FIBREBOARD PAPER PRODUCTS CORP., 493 F.2d 1076,1100 (5tn Cir. (1973)

MARTIN v. TEXACO, INC., 726 F. 2d 207.

JURY'S VERDICT ZEPPEIRO V. SEAMAN & GRAHAM

CERTIFIED COPY RECEIVED 5-20-91

A TRUE COPY Attest: Ann A. Birch. Clerk

by Stacey S. Wilson, Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA COLUMBIA DIVISION

DOUGLAS ZEPPEIRO,	___ CIVIL ACTION
PLAINTIFF,	NO: 3:88-450-16
V.	
ROBERT E. SEAMAN III,	VERDICT
ROBERT E. SEAMAN,III,P.A.)	FILED DEC.8, 1989
and SEAMAN & GRAHAM, A	ANN A. BIRCH, CLERK
SOUTH CAROLINA PARTNERSHIP)	COLUMBIA, S.C.
DEFENDANTS._____)	

1. Do you find the defendants liable for breach of contract? ( ) yes (NO) no
2. Do you find the defendants liable for breach of fiduciary duty? ( ) yes (NO) no
3. Do you find the defendants liable for negligence? ( ) yes (NO) no
4. Do you find the defendants liable for fraud? ( ) yes (NO) no

IF YOU ANSWERED "NO" TO ALL OF THE ABOVE QUESTIONS, ENTER A VERDICT FOR THE DEFENDANTS ON THE BOTTOM OF PAGE 2 AND RETURN TO THE COURTROOM. IF YOU ANSWERED "YES" TO ANY ONE OR MORE OF THE ABOVE QUESTIONS, DO NOT ENTER A VERDICT FOR THE DEFENDANTS BUT PROCEED TO ANSWER QUESTIONS 5 AND 6 AND THEN ENTER A VERDICT FOR THE PLAINTIFF.

5. What amount of actual damages is the plaintiff entitled to recover? $_____

6. What amount of punitive damages, if any, is the plaintiff entitled to recover?

$_____

WE, THE JURY, unanimously find for the plaintiff in the amount(s) indicated above.

_____FOREMAN

Columbia, South Carolina December___, 1989 OR

WE, THE JURY, unanimously find for the defendants.

James M. Ricard, FOREMAN

Columbia, South Carolina December 8, 1989

The respondents and their attorneys misrepresent that there is no deprivation of petitioner's 1st & 14th admendment rights. FACTS: Violation of the Motion In Limine Order by respondents attorney. WITKIN v. CALIF. CCP. 657 (1) CCP 616. APPENDIX F OF WRIT EXCLUSION OF EVIDENCE: LAWLESS v. CALAWAY (1944) 24 Cal. 2d 81,91, 147 P2d 604 See Appendix F page 3. The Motion In Limine was an obstruction of justice & prevented petitioner from having a fair trial in violation of 14th admendment. **RESPONDENTS MISREPRESENTATIONS** The respondents are misrepresenting the highest tribunal in the nation and attempting to make a mockery of justice by misrepresenting the reasons for the petitioner's writ. FACTS: THE PETITIONER'S WRIT WAS TO BRING OUT THE IRREGULARITIES AT TRIAL, BEFORE TRIAL, CHALLENGING THE MOTION IN LIMINE CONCEALED AT BENCH. MATERIALLY ALTERING & DELETION OF SEC ACT OF 1933 AS REQUESTED BY RESPONDENTS & ALLOWED BY THE COURT CHANGING ITS LEGALITY.

FABRICATED EVIDENCE WAS GIVEN TO THE JURY CONCEALING COMPLETE ECCO GAS DRILLING CORP. INVESTMENT CONTRACT PREPARED BY RESPONDENTS AND MISLEADING THE JURY GIVING IT AN APPEARANCE AS A LOAN & NOTE TO A NON-EXISTANT ECCO GAS COLORADO CORP. AND RESPONDENTS ATTORNEY CALLING IT A CALIF. CORP. AND CONCEALING THAT THE ENTERPRISES EMBEZZLED AND BENEFITED AND DEFRAUDED AND DIVERTED EGDC INVESTORS FUNDS AND OIL WELLS WITH ECCO GAS CORP. OIL WELLS AND ASSETTS. RESPONDENTS SEAMAN & GRAHAM USING THEIR OFFICE ACTING IN CONCERT SET UP THE ENTERPRISES. **SEE C-6 PAGE 4 LINE 11 TO** C-6OF THE PETITIONER'S WRIT. RESPONDENTS AND THEIR ATTORNEYS INCLUDING PETITIONER'S ATTORNEYS INTENTIONAL MISCONDUCT MALICIOUSLY ABUSING THE JUDICIAL SYSTEM. **(Respondents Brief In Opposition Page 3)** Respondents misrepresented the facts. FACTS: Petitioner gave rise to U.S. Court of appeals twice and 4 phone calls alerting timely. **See Appendix D to D 12 & C-7.** Petitioner is not using the

Writ of Certiorari as a substitute for an appeal. Petitioner is using the writ for what it was designed for: PROVE THAT THE PETITIONER'S CONSTITUTIONAL RIGHTS WERE VIOLATED AND TO GIVE PETITIONER HIS RIGHTS TO A FAIR TRIAL A BASIC CONSTITUTIONAL **GUARANTEE** CONTAINED IN THE DUE PROCESS LAW OF THE 14TH AMENDMENT ON THE **200TH ANNIVERSARY OF BILL OF RIGHTS!**

The petitioner's complaints in the petition were precise and factual with EGDC Investors at trial and expert witnesses being available SEC of S.C. deputy and attorney and Doctor, reports,exhibits, and material facts and preponderence of evidence and contracts would support and prove petitioner's complaints. Respondents misrepresents that there are 5 basic errors when they are numerous violations being called out in Questions Presented. All of the 5 errors called out on page 3 are true except for portion of number 1. Petitioner and petitioner's attorney did not consent to the materially altering of the

relevant matter that respondents calls out as irrelevant. **See Appendix C-5 page 13 line 11 to C-5 page 14.** Closed Court concealed at Bench Motion in Limine. Petitioner's request prior to trial and heard 3 days later without jury present on EGDC fraud and commingling of funds laundered. **See Appendix C-5 page 21 to C-5 page 26.** Jury & Petitioner not afforded full disclosure rights to a fair trial. These are grounds for granting the writ and there are other reasons listed in Supreme Court Rule 10 being (a) & (c).

RESPONDENTS BRIEF PAGE 4 QUESTIONS 1,6,9 & 3

Misrepresentations by the respondents on Q 1. The SEC Act of 1933 on Petitioners Term Loan Agreement was not superfluous as respondents state. It was investment in a security by law it had to be on the petitioner's EGDC Contract & including the Development agreement #20 exhibit of plaintiff also materially altered. This was a material fact that was needed to be presented to the jury for their verdict.

There was an **abuse** as to the **Exclusion of Evidence.** LAWLESS V. CALAWAY 24 Cal. 2d 81,91, 147 P 2d 604 Appendix **F** Page 3 **Question 6** Failure to discuss by the respondents because material facts prove petitioner's claims. THE PETITIONER'S COMPLETE ECCO GAS DRILLING CORP. INVESTMENT CONTRACT PREPARED BY ESCROW AGENTS SEAMAN & GRAHAM P.A. AND THEIR INVOLVEMENT WAS CONCEALED FROM THE JURY. SEE QUESTION 6 ON PAGE 12 STATEMENT OF THE CASE. **Question 9** Petitioner alerted the U.S. Court of Appeals on 9-11-90 included exhibits tampered, mentioned irregularities at the trial and acts of Intentional Misconduct of Respondents & Petitioner's attorneys violating rights to fair trial. SEE page 21 for #9. & **Appendix D page 9,10,11,12** Table of Contents **I & II.** Question 3 Petitioner did not consent to his counsel's withdrawal of claim for emotional distress which was concealed at the bench and a violation of the 14th amendment. Petitioner's claim for emotional distress would be

recoverable as matter of fact. The stresses of being defrauded and losing his assets have taken a toal emotionally on the petitioner. SEE Writ page 8. **Reply to 2** It is a continuation of petitioner's OHIO lawsuit. See Page 5 of Writ. Respondents are misrepresenting the U.S. Supreme Court. Petitioner is not trying to have the trial courts charges to the jury as separate cause of action. He is trying to show that the judge did **give Improper Instrucions to the juryand** misrepresented petitioner's fraud claims and took them out of context and confused the jury. **Reply to 2 4 & 5** See on pages 5,9,10 & 11 of Statements of Case. Question 10 Reply **TRIAL COURT ERRED**when it gave a partial summary judgement on 6, Violation of S.C. Securities laws, 7 violation of S.C. Unfair Trade Practices Act & 8 RICO. The 9-19-88 order concealed from petitioner prior to trial. Petitioner's material facts would have precluded the granting of a summary judgement Obstructing Justice. The on going

predicated acts uncovered by petitioner and given to his attorneys and the SEC in 1984 & 1988,89, & 90. Petitioner's attorneys acting in concert with respondents attorneys in S.C. and Ohio and petitioners attorneys in Ohio. Concealing on going conspiracy through the courts which evidence petitioner has uncovered showing divided agency of a judge in Ohio and misrepresentations and errors by judges in other courts in S.C. & Ohio divided agency of attorneys in S.C. & Ohio, Va., N.C. & Calif. **REPLY** TO 7, 11, 12, 13, 15 & 17 **MISREPRESENTS THE QUESTIONS.** NO.7 represents respondents divided agency role while escrow agent for EGDC Investors contracts and guilty of Fraudulent Conversion for the enterprises. See FACTS on Page 15 NO. 11 Discusses the courts prejudicial errors on order of 2-24-89 Page 23 NO. 12 relates to Respondents attorneys violation of the Motion in Limine Order creating a Constitutional Tort see Page 26. NO. 13 Relates to respondents attorney stating prior

to filing this motion she made a good faith effort to resolve the matters herein. See Pages 27, 28, and 29. NO.15 Discusses the prejudicial errors by the court on the orders of 12-11-89 and 4-12-90 and at trial. See Pages 31 to 35. No.17 Marty Martin employee of ECCO GAS DRILLING CORP OHIO OFFICE testimony reinforces petitioner's position in EGDC as 10% stock holder and Investor for the purchase of 105 oil wells for EGDC Corp that S & G represented and their involvement of respondents. See C-5 Page 31 to C-5 Page 40. **Question 8** Not discussed by respondent. Was the jury presented with fabricated facts by the respondents & their attorneys? The reason for not discussing **8** the facts prove the concerted acts in the conspiaracy acting in concert knowingly & willfully with malice to conceal petitioners complete EGDC Contract and conceal the collateral fraud & represented collateral as the funds. See 18, 19, 20, & 21.Misrepresentations by respondents **C-5 page 9**.The EGDC

Investors same contracts, collateral & funds in same transaction. NO. 14 The respondents attorneys misrepresented the motion in limine as to the content and knowledge of certain witnesses & Investors and also violated the order. See Page 29. **No.16** Respondent attorneys misrepresented count on **Informal Brief of Appellees** stating 5th count was **Constructive Fraud.** See Page 10 and to the **Supreme Court Brief in Opposition** Page 2 represents the 5th being **Fraudulent Inducement to Contract.** Facts are inconsistent and fabricated. NO 16 Page 35 Respondents are guilty on all 8 counts.

C O N C L U S I O N

WE PRAY TO THE COURT THAT THEY WILL GRANT PETITIONER THE WRIT OF CERTIORARI GIVING HIS RIGHTS TO FREEDOM OF SPEECH AND A FAIR TRIAL GUARANTEED UNDER THE 1ST & 14TH AMENDMENTS.

Respectfully submitted,

Douglas Zeppeiro May 21, 1991.

Douglas Zeppeiro, Petitioner, PRO SE PARTY
3069 Summit Circle, Camarillo, Ca., 93012